

**ARTICLE XII-A - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS, MASSACHUSETTS MARITIME ACADEMY**

**A. WORKLOAD OF PROFESSIONAL MARITIME FACULTY**

**1. General Provisions**

The workload of all persons employed as Professional Maritime Faculty at the Massachusetts Maritime Academy shall be determined in accordance with the provisions of this Section A and such other provisions of Article XII as are of application to Professional Maritime Faculty.

The workload of Professional Maritime Faculty shall consist of (1) teaching workload; (2) training and instructional duties; (3) preparations for classroom, laboratory and other instruction; (4) student assistance, including academic advising; (5) duties pertaining to the maintenance and operation of vessels belonging or assigned to the Academy as provided in this Agreement; (6) continuing scholarship (as described in the provisions of Article VIII); and (7) activities undertaken by a member of the Professional Maritime Faculty pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

- a. participation as a professional in public service;
- b. participation in and contributions to the improvement and development of the academic programs or academic services of the Academy; and
- c. participation in and contributions to the professional growth and development of the academic community.

In addition to the foregoing, each member of the Professional Maritime Faculty has the obligation, among others, to maintain or upgrade marine licenses or similar certificates in force, renewing the same as required; to participate in shipyard overhaul/repair periods as provided in this Agreement; to assist in preserving the safety and security of the Training Ship and the personnel aboard in the capacity of a watchkeeping officer, and transporting a vessel to or from shipyard; to participate on a voluntary basis in the freshman orientation program; to participate in the senior cadet license seminar and the Coast Guard certification testing program; to maintain a proper uniform; to enforce the regulations for the correction and disciplining of cadets; to engage in activities in his/her specialized field; to carry out committee assignments in accordance with the provisions of this Agreement; and to attend such college functions as faculty meetings, convocations and commencement.

Additional duties shall not significantly increase the nine (9) month workload unless mutually agreed to by all parties.

2. Teaching Workload and Academic Advising

During any academic year, each member of the Professional Maritime Faculty shall be assigned teaching workload and academic advising, subject to and in accordance with the provisions of subsections 2, 3 and 4 of Section A of Article XII of this Agreement.

Except as is expressly provided in this Agreement, participation by any unit member in the Annual Training Cruise or in any like training program shall not be computed in semester hours of credit of instruction irrespective of whether any student or students are awarded graded credits for such participation.

3. Maritime Responsibilities

During the whole or any part of an academic year, any member of the Professional Maritime Faculty may be assigned maritime responsibilities whenever such member of the Professional Maritime Faculty has been assigned a teaching workload of less than 12 semester hours of credit of instruction.

During the academic year, maritime responsibilities shall be assigned on the basis of an equivalency of 3:2 for members of the Professional Maritime Faculty with a part-time teaching load and such shall be so identified in Article XII.

During any period in which a member of the Professional Maritime Faculty has not been assigned teaching workload and academic advising (but excluding any period in which a member of the Professional Maritime Faculty has elected not to participate in the Annual Training Cruise), the Vice President may assign the following duties to such member of the Professional Maritime Faculty, which duties, except under unusual circumstances, are to be performed between 0800 and 1630 hours, Monday through Friday:

- d. duties pertaining to the maintenance and operation of any vessel belonging or assigned to the Academy and usually involving supervision of cadets and watchkeeping responsibilities;
- e. professional development undertaken for any of the following purposes:

learning recent developments in the commercial marine industry either at sea or ashore;

upgrading a U.S. Coast Guard license;

studying for an advanced degree;

engaging in job-related research;

engaging in course preparation and upgrading; and

attending professional schools or seminars;

duties pertaining to the academic or training programs of the Academy, including the operation of auxiliary training craft; and

special Navy active duty assignments in the marine field.

4. Work Year

All Professional Maritime Faculty of whatever rank shall be employed to work during the Academy's academic year.

5. Cruise Status

f. Cruise Service

The President of the Academy, in consultation with the Master of the Training Ship, will determine the complement of Professional Maritime Faculty required to operate the Training Ship during each Sea Term.

Blue and Gold

Definition

"Blue and Gold" or "Blue-Gold" shall refer to the obligation to participate in the Sea Term on no more than one Training Cruise in each alternating year over a period of six years.

"Blue" years shall be odd-numbered calendar years starting with calendar year 2001. "Gold" years shall be even-numbered calendar years starting with calendar year 2002.

Blue and Gold shall include the requirement to participate, in the Professional Maritime Faculty member's cruise year, in the Basic Safety Training portion (approximately five days) of the freshmen orientation period (held the last two weeks of August).

Professional Maritime Faculty shall have the option to renew Blue-Gold status after completion of their Blue-Gold obligation. Renewal shall be for a six-year period. If a Professional Maritime Faculty member chooses not to renew Blue-Gold status, his or her salary shall be reduced by 13%.

Professional Maritime Faculty who elect to renew their Blue-Gold status shall do so by giving to the President of the Academy written notice of their election on or before the June 30 preceding the expiration of their then-current Blue-Gold status (Professional Maritime Faculty whose Blue-Gold status commenced on January 1, 2001, shall first be entitled to elect to renew their Blue-Gold status by giving notice thereof on or before June 30, 2006).

Implementation of Blue and Gold shall be subject to payment of increases pursuant to this Article, it being the understanding of the parties that Blue-Gold shall be implemented and in effect for the Sea Term of the academic year 2000-2001 and that no Professional Maritime Faculty shall be deprived of such increase.

Tenured and tenure-track Professional Maritime Faculty appointed to tenure-track positions with effect prior to July 1, 1999, were, pursuant to the agreement that was predecessor to this Agreement, given the option to choose Blue-Gold Sea Term participation. If a member of the Professional Maritime Faculty chose the Blue-Gold option, his base salary was increased by 15% effective January 1, 2001, for the duration of his Blue-Gold status. The increase was computed after any other salary increases that became effective on January 1, 2001.

All tenure-track Professional Maritime Faculty appointed to tenure-track positions with effect on or after July 1, 2000 (including any person so appointed pursuant to Article XX § M), will be required to participate in the Sea Term on a Blue-Gold basis for their first twenty-four (24) years of employment. The minimum starting salary for each such Professional Maritime Faculty will be 15% over the minimum salary as computed in Article XIII-A.

During any calendar year in which seven (7) or more members of the Professional Maritime Faculty on Blue-Gold status participate in the Training Cruise (i) from the Marine Engineering Department and/or (ii) from the Marine Transportation Department, the Academy can require no more than one (1) full-time temporary member of the Professional Maritime Faculty (i) from the Marine Engineering Department in the one case and/or (ii) from the Marine Transportation Department in the other case to participate in the Annual Training Cruise during such year. During any calendar year in which fewer than seven (7) members of the Professional Maritime Faculty on Blue-Gold status participate in the Annual Training Cruise (i) from the Marine Engineering Department and/or (ii) from the Marine Transportation Department, the Academy can require no more than two (2) full-time temporary members of the Professional Maritime Faculty (i) from the Marine Engineering Department in the one case and/or (ii) from the Marine Transportation Department in the other case to participate in the Annual Training Cruise during such calendar year.

The Academy shall, no later than October 31 of each year, give to full-time temporary Professional Maritime Faculty notice of whether they will be obliged to participate in the Annual Training Cruise the following calendar year.

Full-time temporary Professional Maritime Faculty having a cruise obligation under this subsection shall be compensated for their cruise service in accordance with subparagraph (ii), below.

#### Sea Term Participation Outside Blue-Gold

Full-time temporary Professional Maritime Faculty who are not obligated to participate in an Annual Training Cruise, Professional Maritime Faculty who have not elected to participate in Blue-Gold, and Professional Maritime Faculty who, while in Blue-Gold, are in “off years” shall not be required to participate on any Sea Term or to conduct basic training. Any member of the bargaining unit, including any such Professional Maritime Faculty, may apply to participate on a Sea Term and, if hired to do so, shall be paid a stipend equal to six (6) DGCE credits at the highest rate for his/her rank in effect during the Sea Term.

#### Additional Compensation

If the Annual Training Cruise is delayed so that it extends beyond June 30, or if the Sea Term lasts longer than seventy (70) days, additional prorated stipends and/or salaries shall be paid to all participants for each day beyond June 30 or beyond the seventieth (70th) day.

#### Training Coordinators

Subject to the approval of the Vice President, members of the Departments of Marine Transportation, Marine Engineering, Marine Safety and Environmental Protection and International Maritime Business will elect a suitably qualified member from each of their respective departments to serve as the Deck Training Coordinator, the Engineering Training Coordinator, the MSEP Training Coordinator and the IMB Training Coordinator, for, in each case, the annual period (excluding the summer intercession) commencing upon the termination of one Sea Term and continuing through the one next succeeding. Each Training Coordinator shall,

in consultation with the Vice President, plan for the forthcoming Sea Term and, in that capacity, serve on board the Training Ship during such Sea Term. Each Coordinator shall receive additional compensation at a rate equal to two (2) credit hours at the DGCE rate in effect in accordance with paragraph (a)(ii) of this subsection 5.

### Working Conditions

The term of the cruise obligation is from the day of Sea Term registration to the last day that students receive sea time credit for United States Coast Guard license requirement purposes not to exceed seventy (70) days.

A work week shall be based on thirty-seven and one-half (37 1/2) hours per week, and a work day will be based on seven and one-half hours per day, including preparation and administrative time but excluding periods taken for meals. The working day is to be considered any time between 0700 and 1700, Monday through Saturday. Sunday is considered to be holiday routine, and the only work to be assigned on Sunday is “at-sea watch standing.”

For watch standing purposes, the working day is to be considered any time frame within twenty-four (24) hours (0001-2400). Assigned watch shall not exceed eight (8) consecutive hours of duration, nor shall it exceed eight (8) hours within a twenty-four (24) hour time frame. A work week is to be considered seven days.

Duties may include classroom instruction, at-sea watch training instructor, lifeboat instructor, or sea term coordinator, and participation in U.S. Coast Guard required drills.

The employer will be responsible for arranging and payment of travel to the port of engagement (if not MMA) and repatriation to original port of engagement necessary due to sickness or injury of the employee while assigned to the vessel.

### Accommodations

Each full-time unit member shall be given a stateroom with single occupancy. Single-occupancy, single-head staterooms shall be provided as follows:

first, to Training Coordinators (Deck, Engineering, IMB and MSEP);

second, to Professional Maritime Faculty in their obligatory year on the basis of institutional seniority; and

third, to other unit members on the basis of institutional seniority.

Maintenance of the stateroom will be the responsibility of the employer. Each stateroom shall be properly heated, air conditioned, furnished, properly cleaned and have properly functioning sanitary facilities.

At least thirty (30) days prior to the beginning of any cruise period, the Master of the Training Ship will identify the single-occupancy and single-occupancy, single-head staterooms available to members of the bargaining unit. The Master of the Training Ship shall assign the staterooms in accordance with paragraph d(i) above.

The parties recognize the uncertainties associated with ship availability and the possible impact that vessel changes may have on the Academy's ability to comply with the provisions stated above. Accommodations on ships other than the Training Ship normally assigned to the Academy will be arranged by the Master in concert with the Training Coordinators on the basis of seniority.

### Miscellaneous Provisions

Nothing in the provisions of this Article XII-A shall be deemed to prohibit any member of the Professional Maritime Faculty from being assigned, as part of his/her teaching workload, any course that requires the use and/or operation at sea of any training craft as a laboratory in the teaching of such course. Any such course assignment shall be deemed to be laboratory instruction for purposes of Section A of Article XII.

#### 6. Alternative Professional Responsibilities

Section D of Article XII of the Agreement shall be of application to Professional Maritime Faculty.

### B. ACADEMIC YEAR

The Training Ship is an essential component of the educational program of the Academy. The scheduling of the Annual Training Cruise is dependent upon various factors not within the full control of the Academy. Therefore, the Academy may be required from year to year to schedule the Annual Training Cruise during the winter months (January/February) and therefore be required to extend the spring semester by three weeks into the month of June.

Notice of the schedule of the Annual Training Cruise shall be provided to unit members on or before October 15 of each academic year. Except in cases of emergency, the Annual Training Cruise shall be held during the scheduled period.

In consideration of these provisions, members of the bargaining unit shall not be required to perform their assigned campus-based duties during the cruise period.

For members of the faculty at the Massachusetts Maritime Academy the academic year shall be the period described in Section D(1) of Article I; provided, however, that whenever during the term of this Agreement the Annual Training Cruise is conducted during the period of the academic year, the President of the Academy may extend the academic year to include the fifteenth working day following the

end of the academic year, but excluding therefrom so much of the time allotted for the Annual Training Cruise as falls within such period.

C. MILITARY CUSTOMS AND OBLIGATIONS

1. Training Environment

The Massachusetts Maritime Academy is committed to training undergraduate cadets in a paramilitary environment in conformity with the Merchant Marine Training Regulations for the time being in effect. All Professional Maritime Faculty employed at the Academy, being customarily called officers and having certain ranks styled on the model of military ranks, shall become a part of this environment by wearing the uniforms prescribed by the Board of Trustees.

All members of the bargaining unit shall uphold the military code of conduct prescribed for cadets, adhere to the precepts and examples required of officers in a military environment, and participate in assigned conduct and aptitude boards prescribed by the Board.

All Professional Maritime Faculty employed at the Massachusetts Maritime Academy are, therefore, required to:

- g. maintain and wear the appropriate Massachusetts Maritime Academy uniform with insignia commensurate with their rank as officers at the Academy; and
- h. adhere to military customs on campus prescribed by the Board.

2. Uniforms

The Academy shall supply as necessary the prescribed uniforms. In order to permit each member of the Professional Maritime Faculty to maintain the appropriate uniform as aforesaid, the amount of One Hundred Fifty Dollars (\$150.00) shall be paid to each such member of the Professional Maritime Faculty on or before every September 30 to which this Agreement is of application; provided, however, that whenever the Board shall have failed to pay to any member of the Professional Maritime Faculty the aforesaid uniform allowance on or before any September 30th, the said member of the Professional Maritime Faculty shall not be required to wear and maintain the appropriate uniform.

Members of the faculty at the Massachusetts Maritime Academy, other than Professional Maritime Faculty, shall, during the term of this Agreement, be prohibited from wearing any uniform of the kind described above. Such faculty shall wear appropriate seasonal civilian attire in accordance with the practices existing at comparable maritime and naval academies.

D. RESPONSIBILITIES OF DEPARTMENT CHAIRS AT THE MASSACHUSETTS MARITIME ACADEMY

In addition to the responsibilities described at Section A of Article VI of the Agreement, the responsibilities of Department Chairs at the Massachusetts Maritime Academy shall also include the following:

1. serving on any boards and/or commissions; and
2. in the case of the Department Chairs of the departments of Maritime Engineering, Marine Transportation, Marine Safety and Environmental Protection, and International Maritime Business, assisting the Training Coordinators in the development of a coordinated training plan for Annual Training Cruises and for shipyard periods that involve the training of cadets; such plan shall be prepared under the direction of the Vice President.

E. MASTER AND CHIEF ENGINEER OF THE ACADEMY TRAINING SHIP

Nothing in this Agreement shall be deemed to prohibit the Academy from appointing, at its discretion and with the agreement of the person so appointed, any member of the bargaining unit to serve as Master of the Training Ship or as its Chief Engineer, and no provision of this Agreement shall be deemed to govern such appointment or the terms and conditions upon which it is made or held.

Any person who is otherwise a member of the bargaining unit shall nonetheless be deemed not to be a member of the bargaining unit during any period in which he or she is serving as Master of the Training Ship during the Sea Term.

F. TRAVEL CONDITIONS

When traveling at the request of the Academy, unit members employed at the Academy shall be provided reasonable advance notice. If traveling at the request of the Academy a distance greater than Five Hundred (500) miles, the Academy shall make arrangements for travel by air.

G. FEDERAL REGULATIONS

1. Changes in Federal Regulations

The Massachusetts Maritime Academy and cadet training at the Massachusetts Maritime Academy have been and continue to be regulated in part by the federal government.

The United States is a party to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 (STCW Convention), and is therefore developing and implementing new regulations known as the STCW Code. The STCW Code will codify certain certification aspects of cadet training at the

Massachusetts Maritime Academy. STCW shall not substantially or significantly increase the workload of bargaining unit members. The Chapter President shall be immediately notified of any new STCW requirements.

2. Certification Training

All required STCW Code Training and Certification will be offered at the Massachusetts Maritime Academy, and will be offered at no cost to Professional Maritime Faculty members on Blue and Gold status and full-time temporary faculty members hired with a Sea Term obligation, and scheduled at mutually agreeable times. The employer shall accommodate the necessary rescheduling of classes and/or provide the necessary resources to allow Professional Maritime Faculty members on Blue and Gold status the opportunity to participate in this training. For all other Professional Maritime Faculty, the cost of training shall be in accordance with the tuition waiver and remission benefits as provided in Article IV.

3. Drug Testing

All unit members successfully passing a chemical test for dangerous drugs will be issued a “Drug-Free Certificate” by the United States Coast Guard approved administering agency.